

BID SCHEDULE **265649-2010**
for the
CONSTRUCTION OF HANDICAPPED CONCRETE CURB RAMPS
at the
WILLIAM J HUGHES TECHNICAL CENTER

BID SHEET FOR BASE BID - SHEET 1

ITEM	DESCRIPTION	BID AMOUNT
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I. BASE BID ITEM - Includes the following:

Supplying all the labor, materials, and equipment to complete the project as required by the plans and specifications, with includes complying with the FAA safety and environmental issues.

- | | | |
|----|--|----------|
| 1. | Project location #20: Removal of approximately 50 s.f of existing concrete sidewalk and approx. 20 l.f. of curbing. Construction of type #4, concrete ramp. | \$ _____ |
| 2. | Project location #21: Removal of approximately 50 s.f. of existing concrete sidewalk and approx. 20 l.f. of curbing. Construction of a type #6 concrete ramp. | \$ _____ |
| 3. | Project location #21A: Removal of approximately 50 s.f. Of existing concrete sidewalk and approx. 20 l.f. of curbing. Construction of a type #6 concrete ramp. | \$ _____ |

TOTAL OF BASE BID	\$ _____
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BID SCHEDULE **265649-2010**
for the
CONSTRUCTION OF HANDICAPPED CONCRETE CURB RAMPS
at the
WILLIAM J HUGHES TECHNICAL CENTER

BID FOR OPTION - Sheet 2

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DURATION</u>	<u>BID AMOUNT</u>
II.	OPTION - Includes the following: Supplying all the labor, materials, and equipment to complete the project as required by the plans and specifications, with includes complying with the FAA safety and environmental issues.		
1.	Project location #18: Removal of approximately 50 s.f. existing concrete sidewalk and 20 l.f. of curbing. Construction of type #4 concrete ramp.		\$ _____
2.	Project location #19: Removal of approximately 50 s.f. existing concrete sidewalk and 20 l.f of curbing. Construction of type #4 concrete ramp.		\$ _____
TOTAL OF THE OPTION BID			\$ _____

BID SCHEDULE
for the
AIRCRAFT RAMP REPAIRS
at the
WILLIAM J HUGHES TECHNICAL CENTER

Proj# 2265649-2010

CONDITION FOR BIDDING AND EVALUATION – SHEET 3

1. The low bidder for purposes of award shall be the conforming responsible bidder offering the **lowest aggregate amount for the BASE BID**.
2. Bidders are required to bid on all items within each of the **BASE BID, OPTION 1** and **OPTION 2** or their bid will be rejected as non-responsive.
3. No Qualification statements shall be added to the bids. If Qualification statements are added, the bids will not be considered.
4. The **BASE BID** will be awarded in its entirety.
5. If the FAATC has sufficient funds it may choose to award **OPTION 1**. The time table for the FAATC to award **OPTION**, shall be up to and including two weeks from the last week of the contract. The contractor shall hold his option bid price for a minimum of 60 calendar days, from the date of his submittal of bid.
6. When an **OPTION** is awarded any sub item within the **OPTION** may be deleted from the contract for the value given on the **BID SCHEDULE**.

BASE BID 30 CALENDAR DAYS \$ _____

OPTION #1 15 CALENDAR DAYS \$ _____

TOTALS: ____ DAYS **TOTAL:** **\$ _____**

PART I – SECTION D
PACKAGING AND MARKING
NOT APPLICABLE

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 **Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-10 Inspection of Construction (September 2009)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

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3.2.2.3-56	Schedules for Construction Contracts (July 2004)
3.2.2.3-62	Preconstruction Conference (July 2004)
3.4.1-4	Performance Bond Requirements (April 1996)
3.4.1-5	Payment Bond Requirements (April 1996)
3.4.1-6	Additional Bond Security (April 1996)
3.4.1-7	Notice to Proceed (April 1996)
3.10.1-8	Suspension of Work (August 1998)
3.10.1-9	Stop-Work Order (October 1996)
3.10.1-11	Government Delay of Work (April 1996)

3.2.2.3-71 Starting, Performing, and Completing Work (July 2004)

The Contractor (you) must

- (a) begin work under this contract within 2 calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than 60 calendar days after your notice to proceed. The time allowed for completion must include final cleanup of the premises.

(End of clause)

3.2.2.8-5 Liquidated Damages--Construction (April 1996)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to FAA as liquidated damages, the sum of \$450 for each day of delay.
- (b) If FAA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work, together with any increased costs to FAA in completing the work.
- (c) If FAA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

F.1 WORK HOURS

The contractor will be permitted to work between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday and during weekday evening hours (5:00 p.m. to 7:30 p.m.) only if the FAA gives prior approval. No work shall be done after sunset, on weekends, nor on holidays without 48-hour prior approval. Three (3) working days prior notification is required, for requesting approval to shutdown roads, parking lots, or utilities.

Federal holidays (New Years Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day), which fall within the workweek will not be considered work days. When any of these designated holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday.

In addition to the days designated as holidays, the Government observes the following days: Any other day designated by Federal Statute, by Executive Order, by the President's Proclamation, or by the Center's Director. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance. In the event, the Contractor's personnel work during the holiday, no form of holiday or other premium compensation will be reimbursed, other than their normal compensation of time worked.

When the Federal, State, Local and other governmental entities grant excused absence to its employees, assigned contractor personnel may also be dismissed; however, they will not be directly reimbursed for the excused absence. Information about Center delayed openings or closings may be obtained by calling (609) 485-6100.

No work will be required during the period between 5:00 p.m. and 7:00 a.m., inclusive, and such period had not been considered in computing the time allowed for completion. The contractor may, however, perform work during all or any part of this period upon giving prior written notice to the CO and receiving written approval for same. If the work performed during such a period is less than the average monthly work necessary to complete the contract within the time specified and the CO maintains an inspection force during this period to inspect the work, the contractor will be charged with the percentage of the cost of maintaining such force that is less than the average monthly work necessary to complete the contractor within the time specified.

Work outside regular working hours requires the Contracting Officer's approval. The contractor shall provide written request 72 hours prior to this time the contractor desires to work.

F.2 PRE-CONSTRUCTION CONFERENCE

Within seven (7) calendar days of contract award, and prior to the Notice to Proceed, the Contractor, and such subcontractors as the Contractor may select, shall attend and participate in a pre-construction conference with the Contracting Office and his/her representatives. This meeting will be used to assure that there is a clear understanding of the contract requirements, including labor standard provisions and the rights and obligations of the parties. Select Contractor submittals identified in the contract documents are required at or before the pre-construction conference and the notice to proceed with the work will not be issued without submittals being made, unless the Contracting Officer waives any or all such requirements, in writing.

F.3 COORDINATION MEETINGS

Beginning the week after the pre-construction meeting, and proceeding every week at a mutually agreeable time, the Contractor shall meet with the Resident Engineer at a location on the Center to discuss pertinent topics concerning the project. The Contractor shall have in attendance subcontractor personnel necessary to discuss topics, which may arise.

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

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3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal

Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.10.1-23 Contracting Officer's Representative-Construction Contracts (July 2008)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within ____ calendar days prior to the notice to proceed. COTR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

(End of clause)

G.1 CONTRACT ADMINISTRATION

(a) The Contracting Officer for negotiation is:

Name: Cindy Hische
Organization Code: AJA-4A2
Telephone Number: (609) 485-6288

(b) The Administrative Contracting Officer for Contract Administration is:

Name: Cindy Hische
Organization Code: AJA-4A2
Telephone No: (609) 485-6288

G2. INVOICE AND BILLING INSTRUCTIONS

The Contractor shall submit a properly executed original and three (3) copies of the Contractor's regular invoice, identified by the Contract Number as follows:

Original and one (1) copy:

FAA Accounts Payable Branch, AMZ 110
P.O. Box 25710
Oklahoma City, OK 73125

1 copy:

FAA William J. Hughes Technical Center
Building 300
AJP-7941 Chuck Hathaway
Atlantic City International Airport, New Jersey 08405

1 copy:

FAA William J. Hughes Technical Center
Acquisition and Grants Group
AJP-7941-4A1

Building 300
Atlantic City International Airport, New Jersey 08405

Invoices must include the following items:

1. Name and address of the contractor.
2. Invoice date.
3. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
5. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
6. Name and address of contractor official to which payment is to be sent (must be the same as that in the contract or on a proper notice of assignment).
7. Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.
8. Any other information or documentation required by the contract (such as evidence of shipment).

For purposes of financial tracking the contractor's invoice should provide the following information (if not already provided in items 1 through 8, above):

The invoice should reflect all the expenditures to date for the entire contract (Cumulative expenses), and the funds remaining with regard to funding allocations and budgets. The original negotiated hours and/or dollars.

Note: Certification of the invoice will be based upon COTR and Contracting Officer (CO) review. Should any cost reflected on submitted invoices be questioned, the CO may withhold all amounts in question until such time as the CO determines the costs are valid. In addition, the CO shall withhold funds in accordance with applicable clauses.

G.3 CONTRACTOR REMITTANCE ADDRESS

Contractor remittance address, if different from that shown on the face page of this document:

Contractor's Name:

Address:

City, State, and Zip Code

If payment may be made via the electronic funds transfer method, the contractor shall complete the following:

1. Bank Name and Address:
2. Routing Transit Number:
3. Depositor Account Title:
4. Depositor Account Number:
5. Other Information: _____

G.4 INTERPRETATION OR MODIFICATION

No oral statement of any person, and no written statement of anyone other than the Contracting Officer, or his/her authorized representative shall modify or otherwise effect the terms or meaning of the schedule or specifications. All requests for interpretation or modification shall be made in writing to the Contracting Officer. Contractor response to oral contract changes from any source other than the Contracting Officer or a person with such delegated authority is at the Contractor's own risk.

G.5 GOVERNMENT REPRESENTATIVES

(a) General Duties and Responsibilities: To amplify the differing roles and responsibilities of the various Government representatives, the following descriptions are provided; they are not intended to be restrictive but are for illustrative purposes only. The contract clauses that define the various administrative roles and responsibilities shall take precedence over these general descriptions.

(b) Contracting Officer. The contract work will be under the management and oversight of the Contracting Officer designated on the SF 1442. Except where specifically stated otherwise, the Contracting Officer will have complete charge of, and will exercise full supervision of, the work so far as it affects the interests of the Government. The Contracting Officer has authority to:

- . Enter into contracts and bind the Government

- . Administer contracts; ensure compliance with all the terms and conditions of the contract
- . Issue changes
- . Terminate contracts
- . Ensure that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met
- . Safeguard the interests of the United States in its contractual relationships
- . Ensure that sufficient funds are available for obligation
- . Request and consider the advice of specialists in audit, law, engineering, and other fields as appropriate

Appoint a Resident Engineer and a Construction Representative, and others as appropriate, to the project, except that these representatives will not be authorized to act on behalf of the Contracting Officer in any matters pertaining to:

- (1) contract modifications that change the contract price or time for performance,
- (2) suspension (except for emergency conditions) or termination of the Contractor's right to proceed, either for default or for convenience of the FAA; and
- (3) final decisions on any matters subject to appeal, as provided in the Disputes clause.

The Contracting Officer will appoint Contracting Officer Technical Representatives (COTR's) in writing. COTR as used in this contract means the Resident Engineer, the Construction Representative (also referred to as Construction Inspectors), the FAA Safety Officer and the FAA's Fire Inspector.

(c) Resident Engineer. The Resident Engineer will be the focal point for all technical matters that pertain to the contract. The Resident Engineer will exercise the right of the Government to accept materials, workmanship, and construction-in-place; and, when needed, will initiate change order requests to the Contracting Officer. The Resident Engineer has authority to:

- . Monitor services being performed to assure that the Contractor uses personnel meeting the requisite qualifications cited in the contract
- . Ensure the Contractor's compliance with safety and security requirements
- . Serve as the principal contact through which the Contractor can relay questions and problems of a technical nature
- . Serve as the focal point for receipt, review, and approval of all Contractor-provided shop drawings and other specified submittals to demonstrate compliance with the contract specifications
- . Review inspection reports and test results prepared by the Contractor and the FAA Construction Representative
- . Issue formal field changes as needed to document authorized variations from the contract drawings and specifications that do not involve any change in cost or impact the performance time
- . Review and evaluate the technical and cost aspects of the Contractor's proposals for formal change order requests, and furnish to the Contracting Officer comments and recommendations; assist in negotiation of supplemental agreements when needed

- payment
 - . Monitor the Contractor's monthly progress reports and review monthly invoices and certify for
 - . Determine the amount (quantity) of the items of work to be paid for on a unit-priced basis
 - . Arrange for and conduct progress review meetings with the Contractor (and the principal subcontractors when needed)
 - . Keep the Contracting Officer informed of any technical or contractual difficulties encountered, progress of work, and potential problem areas under the contract.

(d) Construction Representative. The Construction Representative, also referred to as the Lead Construction Inspector in this contract, will be the primary point of contact at the site between the Contractor and the Government. The Construction Representative will review the Contractor's Quality Control reports, perform surveillance of the Contractor's testing and inspection procedures, and perform such job inspections and independent testing as deemed appropriate by the Contracting Officer and the Resident Engineer. The Construction Representative will visit the site on a regular basis, usually at least once per day unless limited construction activity is underway. The Construction Representative has authority to:

- . Inspect all work, both during and after completion, as well as all materials and equipment furnished. Such inspections may extend to all or any part of the work and to the preparations, fabrication, or manufacture of the materials or equipment to be used and incorporated into the job.
- . Notify the prime Contractor of any failure of the work or material to conform to the specifications, drawings, and other contract terms and conditions.
- . Issue written Stop Work Orders under emergency conditions where continuation of the work would adversely affect the completed project or cause that portion of the work to be removed because it is clearly unacceptable.
- . Prepare daily inspection report of observations, etc. and review documentation provided by the Contractor of their inspection and testing efforts as part of the Contractor's quality control obligations, etc.
- . Maintain general surveillance over the Contractor's and subcontractor's safety practices, and request the Contractor to take appropriate and timely action to correct shortcomings. Report to the Contracting Officer, Resident Engineer, and the FAA Safety Officer as soon as practical any instances in which the Contractor does not promptly effect corrective action, or the Contractor has recurring deficiencies of the same type.
- . Arrange for inspection support from specialists in the various trades as needed to properly address Contractor performance and adequacy of the work (e.g. mechanical and plumbing work, electrical work, fire detection and alarm systems)

(e) FAA Safety Manager. Maintain general awareness of the contract progress and perform on-site reviews of the Contractor's compliance with his Safety Plan and with applicable OSHA standards (namely 29 CFR 1926) for the work underway.

- . Ensure that FAA safety policies are communicated to the Contractor (usually at the pre-construction conference at the beginning of the job)
- . Review and comment on the Contractor-provided safety plan for the job (the FAA Safety Officer does not approve the Contractor's Safety Plan, as this is solely a Contractor's responsibility)
- . Issue written Stop Work Orders under emergency conditions where continuation of the work would obviously jeopardize the health or safety of any of the Contractor's workers or any of the Government personnel in the vicinity; for violations of a lesser nature, or repeated violations, provide a written notice to the Construction Representative, Contracting Officer, and Resident Engineer.
- . If any accidents or mishaps occur on the job, review the Contractor's documentation for sufficiency, etc. and, if appropriate, investigate and prepare an independent report on apparent causes, etc.

(f) FAA Fire Inspector: Maintain general awareness of the job progress and conduct periodic inspections of the work site for familiarity (in case it becomes necessary to respond to a fire or other emergency). The FAA Fire Inspector has authority to:

- . Review and comment on Contractor-provided shop drawings and other submittals to ensure compliance with the contract requirements, the requirements of the NFPA life safety codes, and conformity with local detection and alarm systems

- . Inspect the work site to ensure avenues of egress are maintained at all times (not obstructed), combustibles are properly stored, etc.

- . Issue permits for welding and burning/cutting

(g) Contractor Responsibility Notwithstanding: The provisions of this paragraph or provisions elsewhere in this contract regarding supervision, approval, or direction by the Contracting Officer, Resident Engineer, Construction Representative, FAA Safety Officer, and FAA Fire Inspector are not intended to and will not relieve the Contractor of responsibility for the accomplishment of the work, either as regards sufficiency or the time of performance.

G.6 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Work to be performed under this contract shall be subject to the technical direction of the following FAA Contracting Officer's Technical Representative (COTR):

Federal Aviation Administration
William J. Hughes Technical Center
Facilities Services and Engineering Division, AJP-7941
Atlantic City International Airport, NJ 08405
Attn: Chuck Hathaway

Office: (609) 485-9339

**PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 DEFINITIONS - CONSTRUCTION

(a) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer in writing.

CO = Contracting Officer
COR = Contracting Officer's Representative
COTR = Contracting Officer's Technical Representative
RE = Resident Engineer

(b) "Contractor": The term "Contractor" as used in this contract shall include the Contractor and each subcontractor at every tier. The term "subcontractor" as used in this contract shall include any person or firm which has a legal obligation to perform part of the work under a subcontract at any tier, other than a subcontract primarily for the supply of raw materials or commercial stock items or a subcontract that does not exceed \$25,000.

(c) The "contract award date" is the date the Contracting Officer signs the contract.

(d) Government = U.S. Government = Federal Government = Department of Transportation (DOT) - William J. Hughes Technical Center = Federal Aviation Administration (FAA).

(e) "Work" includes, but is not limited to, materials, workmanship, equipment, and manufacture and fabrication of components.

(f) "Working day" means a day other than a Saturday, a Sunday, or a day on which either the Government's or the Contractor's office administering this contract is officially closed for business.

(g) "Quality Control (QC)" is the means and methods the Contractor uses to ensure contract conformance.

(h) "Quality Assurance (QA)" is the means and methods used by the Government to ensure the Contractor has an acceptable QC program and to otherwise ensure contract conformance.

(i) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like meaning are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(j) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place", that is "furnished and installed".

H.4 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, AND UTILITIES

The Contractor shall preserve and protect all structures, equipment, and utilities on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract.

The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work.

Notify the CO at least 48 hours prior to starting excavation work. Prior to excavating, the Contractor shall verify the locations of underground piping and wiring with metal detectors or other suitable devices. Where existing piping, utilities, and obstructions of any type are indicated or found in locations to be traversed by the work to be provided herein, and are not indicated or specified to be removed, the elevations and specific locations of the existing facilities shall be verified by the Contractor, unless otherwise stated, before the new work is installed. Hand excavation in the immediate vicinity of underground utilities is expected of the Contractor to minimize the risk of damaging any buried utility. For any additional work required by reason of conflict between the new work and existing facilities, an adjustment in contract price will be made in accordance with the paragraph titled "Differing Site Conditions."

H.5 CONTRACTOR ACCESS AND USE OF PREMISES

Ensure that Contractor personnel become familiar with and obey FAA regulations including safety, fire, traffic and security regulations. Keep within the limits of the work and avenues of ingress and egress. To minimize traffic congestion, delivery of materials shall be outside of peak traffic hours (6:30 to 8:00 AM and 3:30 to 5:00 PM) unless otherwise approved by the Contracting Officer. Wear hard hats in designated areas. Do not enter any restricted areas unless required to do so and until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

H.6 AVAILABILITY AND USE OF UTILITY SERVICES

(a) FAA shall make all reasonable required amounts of utilities available to the Contractor from existing outlets and products, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the FAA, or at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the FAA, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used. Prior to final acceptance of the work by FAA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(c) The following utilities are available on site or at existing building:

<u>Type</u>	<u>Cost</u>	<u>Remarks</u>
Water	free of charge	
Electricity	free of charge	
Telephone	external calls only	local calls free of charge.

H.7 SCHEDULING OF WORK AND INTERRUPTIONS TO UTILITY SYSTEMS

The Contractor shall provide the FAA with at least two (2) weeks' notice before start of actual work inside the test cell. This notice will give the FAA ample time to remove, relocate, and start-up equipment, if any, at a temporary location.

H.8 PRICE BREAKDOWN

Promptly upon award of the contract, the Contractor shall submit a price breakdown if he intends to request progress payments in accordance with applicable contract provisions. Where several items of work are involved, each shall be shown separately. This breakdown shall be prepared using the items, major parts, and components which were approved by the Contracting Officer for the approved schedule of construction, as required above, so as to provide a schedule/price correlation for the use in the assessment of progress payments, and shall separate equipment and material prices from labor prices for each portion of the work. No progress payments will be made until the price breakdown has been submitted and approved. In determining progress accomplished, the Contracting Officer will allow, as an element of work accomplished (progress toward completion), 100 percent of the estimated price of materials and equipment delivered to the site but not installed.

H.9 IDENTIFICATION OF CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

The Contractor shall provide a list of key personnel of the Contractor and any subcontractors including addresses and telephone numbers for use in the event of an emergency. As changes occur, the Contractor shall update the information contained in the list. In addition, the Contractor shall be responsible for furnishing an identification badge or card to each employee prior to the employee's work on the site. The Contractor's attention is directed to the Clause 3.14-2, Contractor Personnel Suitability Requirements (July 2006), in Section I.

H.10 SPECIAL PROTECTION REQUIREMENTS

The Contractor shall take all necessary precautions to adequately protect personnel and public and private property in the areas of work. Approved barriers and warning signs shall be provided to reroute personnel around areas of dangerous work. The debris resulting from this work shall be controlled so as to avoid creation of a nuisance in the surrounding areas. Removed materials and debris shall be placed into suitable containers to prevent the spread of these materials and debris into areas adjacent to the work area.

H.11 OPERATIONS AND STORAGE AREAS

The Contractor shall confine all operations (including storage of materials) on FAA premises to areas indicated or authorized by the COTR.

The Contractor shall use only established roadways. When materials are transported in prosecuting the work, use only the indicated haul route. Vehicles shall not be loaded beyond the loading capacity of the vehicle or as prescribed by any laws or regulation. When it becomes necessary to cross curbs or sidewalks, the Contractor shall protect them from damage; and shall repair or pay for the repair of any damaged curbs, sidewalks, or roads. The Contractor shall immediately clean any debris from the indicated haul route and shall do so by mechanical means if it is deemed necessary by the Contracting Officer.

H.12 SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition, properly secluded, accommodations for all employees, complying with the regulations of the State Department of Health and other bodies having jurisdiction. Necessary conveniences shall be provided and maintained by the Contractor.

H.13 CLEANING UP

General: The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of FAA. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

Debris Handling and Disposal: Debris shall be placed in approved Contractor-furnished containers to prevent the spread and accumulation of dust and dirt. Debris shall be removed from the area of work and placed in such containers as often as necessary, but not less than once per each workday. The Contractor shall remove all debris from government property and dispose of it properly in a State-approved landfill or other appropriate disposal site. Unless specifically set forth in the contract, the Contractor shall not burn any material on site, on the right-of-ways or on the access roads to the sites.

H.14 PAYMENT FOR MATERIALS DELIVERED OFF-SITE

Materials delivered to the Contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the contract clauses are fulfilled. Payment for items delivered to locations other than the work site will be limited to those materials which have been approved, if required by the specifications, and are materials which have been fabricated to the point where they are identifiable to an item of work required under this contract. Such payment will be made only after receipt of paid invoice or receipted invoices or invoices with canceled check showing title to the items as the Contractor and including the value of materials and labor incorporated into the item.

H.15 MATERIAL AND WORKMANSHIP

General

The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

Material and Equipment

All material, equipment and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. Use of recycled materials for the manufacture of such products is encouraged. Material, equipment, or articles specified by trade name, make, or catalog number, shall be provided. Equivalent items are not acceptable unless specifically authorized in the specification.

Workmanship

All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

H.16 WARRANTY-CONSTRUCTION

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 3 years from the date of final acceptance of the work. If FAA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date FAA takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government owned or controlled real or personal property, when that damage is the result of

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished by the contractor.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, FAA may have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall

(1) Obtain all warranties that would be given in normal commercial practice.

(2) Require all warranties to be executed, in writing, for the benefit of FAA, if directed by the Contracting Officer, and

(3) Enforce all warranties for the benefit of FAA, if directed by the Contracting Officer.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by FAA nor for the repair of any damage that results from any defect in Government furnished material or design.

(i) This warranty shall not limit FAA's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

H.17 PERFORMANCE BOND REQUIREMENTS (SF-25)

(a) The Contractor is required to submit a performance bond in a penal amount equal to 100 percent of the contract price within 7 calendar days of the contract award date.

(b) The bond must be executed on the Federal Aviation Administration forms attached to this solicitation, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

H.18 PAYMENT BOND REQUIREMENTS (SF-25A)

(a) The Contractor is required to submit a payment bond in the penal amount equal to 50 percent of the contract price within 7 calendar days of the contract award date.

(b) The bond must be executed on the Federal Aviation Administration forms attached to this solicitation, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

H.19 ADDITIONAL BOND SECURITY

If any surety furnishing a bond in connection with this contract becomes unacceptable to the Federal Aviation Administration or fails to furnish reports on its financial condition as requested by the Contracting Officer, or if the contract price increases to the point where the security furnished becomes inadequate in the Contracting Officer's opinion, the Contractor must promptly furnish additional security as required to protect the interests of the Federal Aviation Administration and of persons supplying labor or materials in performance of this contract.

H.20 PROGRESS SCHEDULE

Upon approval of the schedule of construction from the Contracting Officer, this approved schedule shall be utilized by the contractor for his contract progress schedule reporting as outlined below. This schedule shall indicate the sequence of work the Contractor plans so as to complete the contract within the specified completion period and shall include activities for the following categories of work:

Mechanical
Electrical
Concrete

Weekly progress reports shall be prepared and shall show both the approved schedule and the Contractor's current working schedule. The approved schedule shall not be altered without written approval of the Contracting Officer.

In the event changes in the approved schedule of construction are granted, under applicable provisions of the contract, the Contractor shall re-submit the schedule of construction reflecting such changes to the Contracting Officer for approval.

The Contractor shall prepare and submit three copies of the following report covering work accomplished during each month of contract performance. The monthly progress schedule shall be prepared covering a period from the fifteenth of one month to the fourteenth of the following month and shall be submitted so as to be received no later than one week following the reporting period. The Contractor shall signify his approval of monthly reports being submitted by affixing his signature to the progress schedule.

The weekly progress schedule shall be brief, factual, and informal, and shall contain, but not be limited to:

Status versus plans

Significant Progress—A description of overall progress plus a separate description for each reporting category on the contract progress schedule on which effort was expended during the reporting period.

Corrective Actions — A description of corrective action which has been taken which is planned to correct any existing problem(s).

Plans — A description of work to be performed during the next reporting period.

Recommendations — Recommendations for action on the part of the FAA/WJHTC.

PART II - SECTION I CONTRACT CLAUSES

3.1-1 **Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.2.2.3-43	Site Investigation and Conditions Affecting the Work (July 2004)
3.2.2.3-45	Material and Workmanship (July 2004)
3.2.2.3-46	Supervising the Contract Work (July 2004)
3.2.2.3-47	Permits and Responsibilities (July 2004)
3.2.2.3-48	Other Contracts (February 2009)
3.2.2.3-49	Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)
3.2.2.3-50	Property Protection (February 2009)
3.2.2.3-51	Operations and Storage Areas (July 2004)
3.2.2.3-53	Cleaning Up and Roadway Maintenance (July 2004)
3.2.2.3-54	Preventing Accidents (July 2004)
3.2.2.3-57	Quantity Surveys (July 2004)
3.2.2.3-58	Layout of Work (February 2009)
3.2.2.3-60	Specifications, Drawings, and Material Offers (February 2009)
3.2.2.3-66	Contractor's Daily Log (July 2004)
3.2.2.3-67	Special Precautions for Work at Operating Airports (July 2004)
3.2.2.3-68	Safety and Health (July 2004)
3.2.2.3-69	Subcontracts - Construction (July 2004)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-2	Payments under Fixed-Price Construction Contracts (April 1996)
3.3.1-9	Interest (September 2009)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-19	Prompt Payment for Construction Contracts (September 2009)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-10	Insurance - Work on a Government Installation (July 1996)
3.4.1-12	Insurance (July 1996)
3.4.2-8	Federal, State, and Local Taxes - Fixed Price Contract (April 1996)
3.6.1-1	Notice of Total Small Business Set-Aside (January 2010)
3.6.2-2	Convict Labor (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)
3.6.2-13	Affirmative Action for Workers With Disabilities (April 2000)
3.6.2-16	Notice to the Government of Labor Disputes (April 1996)
3.6.2-18	Davis Bacon Act (May 2009)
3.6.2-19	Withholding-Labor Violations (April 1996)
3.6.2-20	Payrolls and Basic Records (June 1999)
3.6.2-21	Apprentices, Trainees, and Helpers (April 1996)
3.6.2-22	Subcontracts (Labor Standards) (April 1996)
3.6.2-23	Certification of Eligibility (April 1996)

3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-13	Recycle Content and Environmentally Preferable Products (April 2009)
3.6.3-14	Use Of Environmentally Preferable Products (April 2009)
3.6.3-16	Drug Free Workplace (February 2009)
3.6.4-3	Buy American Act - Construction Materials (July 1996)
3.6.4-10	Restrictions on Certain Foreign Purchases (January 2010)
3.9.1-1	Contract Disputes (September 2009)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-15	Changes-Construction, Dismantling, Demolition, or Removal of Improvements (July 1996)
3.10.1-16	Changes and Changed Conditions (April 1996)
3.10.1-20	Warranty-Construction (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.4-23	Contractor and Subcontractor Compliance with Fastener Act (November 1997)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-6	Default (Fixed Price Construction) (October 1996)
3.10.6-7	Excusable Delays (October 1996)
3.13-5	Seat Belt Use by Contractor Employees (January 1999)
3.13-13	Reducing Text Messaging While Driving (April 2010)
3.14-3	Foreign Nationals as Contractor Employees (April 2008)

3.2.2.3-42 Differing Site Conditions (July 2004)

(a) Before the conditions are disturbed, the Contractor (you) must promptly notify the Contractor Officer (CO) in writing of either or both of the following conditions:

(1) Subsurface or latent physical conditions at the site which differ materially from those described in this contract.

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent to the type of work the contract covers.

(b) FAA (we) will investigate the site conditions promptly after receiving the notice. If the CO determines that the conditions do materially differ and cause an increase or decrease in your cost of, or the time required for, performing any part of the work under this contract, the CO will make an equitable adjustment under this clause and modify the contract accordingly in writing.

(c) The CO will not accept your request for an equitable adjustment to the contract unless you give the written notice. However, the CO may extend the time for giving written notice.

(d) The CO will not accept your request for an equitable adjustment for differing site conditions after we make final payment under this contract.

(End of clause)

3.2.2.3-71 Alternate I Starting, Performing and Completing Work (July 2004)

(d) The completion date assumes that the successful offeror will receive the notice to proceed by To be inserted at time of award [Contracting Officer insert date]. The CO will extend the completion date by the number of calendar days after the above date that you receive the notice to proceed, except to the extent that the delay in issuing the notice to proceed results from your failure to execute the contract and give the required performance and payment bonds to FAA within the time specified.

(End of clause)

3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100.'

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant of employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

3.6.2-24 Affirmative Action Compliance Requirements for Construction (November 1997)

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: 17.3%

Goals for female participation: 6.9%

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other on-site supervision, personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

3.6.2-41

Employment Eligibility Verification (September 2009)

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

3.6.3-12 Asbestos - Free Construction (April 2009)

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement [CO state due date of statement here related to completion of the project] indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Final Risk/Sensitivity Level – 1 LOW

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background

investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

Federal Aviation Administration
William J. Hughes Technical Center, Attn: ACT-8 Marlita C. Waters
Atlantic City International Airport, NJ 08405

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any

items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [CO to insert name and location of security division or staff] by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: [CO to insert mailing address]. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

**PART III – SECTION J
LIST OF ATTACHMENTS**

- 1. Drawings – Will be provided at site visit, will be included at time of award**
- 2. Business Declaration**
- 3. Proposal/Bid Bond (SF24)**
- 4. Performance Bond (SF25)**
- 5. Payment Bond (SF-25A)**
- 6. DOL General Wage Determination No NJ20100002**

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR'S

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions
(June 1999)

3.2.2.3-10 Type of Business Organization (July 2004)
By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)
The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____
Title: _____
Phone number: _____

(End of provision)

3.2.2.3-23 Place of Performance (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:
Place of Performance Street: _____
 City: _____
 State: _____
 Zip Code: _____

Name of owner and operator, if other than the owner

(End of provision)

3.2.2.3-70**Taxpayer Identification (July 2004)****(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7

Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35

Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

K.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The NAICS code is 237110, with a size standard of \$23M.

PART IV - SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR'S

3.1-1

Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-13	Submission of Information/Documentation/Offer (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Requests for Explanations (February 2009)
3.2.2.3-19	Contract Award (July 2004)

3.13-4

Contractor Identification Number - Data Universal Numbering System (DUNS)

Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L.1 DEFINITIONS

(a) Wherever the word "bidder" appears it shall mean "offeror".

(b) Wherever the word "bid" appears it shall mean "offer".

(c) In this part, wherever the word "submittals" appears it shall be meant to include, to the extent called for in the solicitation, a completed SF 1442 with price(s) and acknowledgment of amendments, completed bid schedules, qualifications data, product data, product samples, bid bond, completed Representations and Certifications part, Business Declaration Form, and other requirements specified in the solicitation.

L.2 EXPLANATIONS TO PROSPECTIVE OFFERORS

Any prospective offer desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing by five (5) business days of the date of this solicitation. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished to all other prospective offers as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offers.

Send questions to : Federal Aviation Administration
William J. Hughes Technical Center
Acquisition and Grants Group
ATTN: AJA-4A2 (C. Hische)
Atlantic City International Airport, NJ 08405
Email: Cynthia.Hische@faa.gov

Please be advised that any questions on this solicitation (including the drawings and specifications) are to be directed only to the Contracting Officer as identified above.

L.3 MANDATORY SITE VISITS

All offerors are required to attend a mandatory site visit to inspect the site where the work will be performed.

The site visit has been scheduled for Wednesday, September 8, 2010 at 9:00 a.m. Participants will meet at the William J. Hughes Technical Center Security Operations Center, Atlantic City International Airport, New Jersey 08405.

A sign in register will be circulated before the site visit is conducted to record actual attendance. The specific name(s) and title(s) of the company representatives and the name of the company provided shall be provided.

Offerors are advised that this will be the only site visit scheduled; therefore, arrangements for individual visits **will not be honored**.

Remarks, explanations or answers to questions provided at the site visit shall not qualify the solicitation terms unless such remarks, explanations or answers are in the form of a formal written amendment to this solicitation.

ANY OFFEROR NOT IN ATTENDANCE AT THE MANDATORY SITE VISIT WILL NOT BE ELIGIBLE FOR CONTRACT AWARD.

L.4 PREPARATION OF SUBMITTALS

(a) Offers are expected to examine all drawings, specifications, schedules and instructions carefully and in their entirety. Failure to do so will be at the offeror's risk.

(b) Offers shall submit their price proposal on the SF 1442 in item no. 17, or on copies of that form. The offer shall print or type its name and manually sign and date the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office. The person signing the form must initial each erasure or change appearing on the form.

(c) The form may require bidders to submit prices for one or more items on various bases; the offer must enter an amount for each item or the offer will be rejected.

- (1) Lump sum proposal
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (1) through (3) above.

- (d) Alternate offers will not be considered unless this solicitation authorizes their submission, i.e., offers for supplies or services other than those specified will not be considered.

(e) Each offer shall furnish the information required by the solicitation. Offerors are expected to carefully examine the drawings, specifications and all other contract clauses and instructions in their entirety. For example, if a proposal guarantee (or bid bond) is specified, it must be submitted with the offer or the offer will be considered non responsive. Another example is the submission of qualifications data and references to show the minimum experience specified for the type of work being contracted for; if this data is not provided and it is not already on file, the Government may reject the offer provided. Offerors are required to complete the Business Declaration Form attached to this solicitation and Part 2, Representations and Certifications, in their entirety, and submit these with their offer. Unless specified in the solicitation, offerors must state a definite time for delivery supplies or for performance of services. Time, if stated as a number of days, will include Saturdays, Sundays and holidays unless specifically stated otherwise.

L.5 OFFEROR'S SUBMISSION

Offeror's submission shall consist of the following:

1. Pages 1 and 2 (SF 1442) fully executed
2. Part I – Section B fully executed
3. Part I – Section G fully executed
4. Part IV Sections K and L fully executed
5. Acknowledged amendments if applicable
6. Performance and Payment Bonds
7. Bid Bond
8. Business Declaration Form

Any submission received after the time stated on the first page will not be considered unless the conditions under 3.2.2.3-14, Late Submissions, Modifications and Withdrawals of submittals apply.

All questions must be submitted in writing no later than September 10, 2010 at 2 PM EST. Send questions to Cindy Hische, Cynthia.Hische@faa.gov

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

M.1 CONTRACT AWARD

(a) Award shall be made to the low responsible offeror whose proposal responds to all terms and conditions of this solicitation. To be determined responsible, an offeror must:

- Have adequate resources (financial, technical, etc.) to perform the contract, or the ability to obtain them.
- Be able to comply with the required or proposed delivery or performance schedule, considering all existing business commitments;
- Have a satisfactory performance record;
- Have a satisfactory record of integrity and business ethics

In addition, the offeror must submit the documents identified in "Offeror's Submission (See Section L5 of this document), and have attended the scheduled mandatory site visit.

(b) The Government may reject any or all submittals if such action is in the public interest and waive informalities and minor irregularities in offers received.

(c) A submittal in response to this solicitation should contain the offeror's best terms from a cost or price standpoint.

A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party.